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9 WAYFAIR LLC (erroneously named as
10 "WAYFAIR, LLC")

11
12 UNITED STATES DISTRICT COURT

13
14 CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

15 LUIS ALFREDO ALVARDO, an
16 individual,

17 Plaintiff,

18 v.

19 WAYFAIR, LLC, a Delaware
20 Limited Liability Company; and
21 DOES 1-50, inclusive,

22 Defendants.

23 CASE NO.: 5:24-cv-02435-SSS-SHK

24 *[Assigned to the Honorable Sunshine
25 Suzanne Sykes]*

26 **DEFENDANT WAYFAIR LLC'S
27 ANSWER TO PLAINTIFF'S
28 COMPLAINT**

29 Complaint Filed: October 4, 2024
30 Trial Date: Not Yet Set

1 Defendant, WAYFAIR LLC (erroneously named as “WAYFAIR, LLC”)
2 (“Defendant”) responds to Plaintiff LUIS ALFREDO ALVARDO’s (“Plaintiff”)
3 complaint as follows:

4 **I. INTRODUCTION**

5 1. In answering Paragraph 1 of the Complaint, Defendant states that it
6 consists of legal conclusions to which no response is required. To the extent a
7 response is deemed required, Defendant denies each and every allegation as it
8 relates to Defendant.

9 2. In answering Paragraph 2 of the Complaint, Defendant denies each
10 and every allegation as it relates to Defendant.

11 3. In answering Paragraph 3 of the Complaint, Defendant states that it
12 consists of legal conclusions to which no response is required. To the extent a
13 response is deemed required, Defendant denies each and every allegation as it
14 relates to Defendant and specifically denies that Defendant engaged in any of the
15 unlawful conduct alleged by Plaintiff.

16 **II. THE PARTIES, JURISDICTION AND VENUE**

17 4. In answering Paragraph 4 of the Complaint, Defendant is without
18 knowledge and information sufficient to form a belief as to the truth of the
19 allegations contained therein and, therefore, denies each and every allegation
20 contained therein.

21 5. Defendant admits Paragraph 5 of the Complaint.

22 6. In answering Paragraph 6 of the Complaint, Defendant states that it
23 consists of legal conclusions to which no response is required. To the extent a
24 response is deemed required, Defendant denies each and every allegation as it
25 relates to Defendant.

26 7. In answering Paragraph 7 of the Complaint, Defendant states that it
27 consists of legal conclusions to which no response is required. To the extent a
28 response is deemed required, Defendant denies each and every allegation as it

1 relates to Defendant.

2 8. In answering Paragraph 8 of the Complaint, Defendant denies each
3 and every allegation contained therein.

4 9. In answering Paragraph 9 of the Complaint, Defendant admits that it
5 employed Plaintiff in Riverside County, California. Defendant denies all of the
6 remaining allegations therein.

7 **III. FACTS COMMON TO ALL CAUSES OF ACTION**

8 10. Defendant admits Paragraph 10 of the Complaint.

9 11. In answering Paragraph 11 of the Complaint, Defendant admits that
10 Plaintiff was compensated \$21.70 per hour in base pay. Defendant denies all of the
11 remaining allegations therein.

12 12. In answering Paragraph 12 of the Complaint, Defendant denies each
13 and every allegation contained therein.

14 13. In answering Paragraph 13 of the Complaint, Defendant denies each
15 and every allegation contained therein.

16 14. In answering Paragraph 14 of the Complaint, Defendant denies each
17 and every allegation contained therein.

18 15. In answering Paragraph 15 of the Complaint, Defendant denies each
19 and every allegation contained therein.

20 16. In answering Paragraph 16 of the Complaint, Defendant denies each
21 and every allegation contained therein.

22 17. In answering Paragraph 17 of the Complaint, Defendant denies each
23 and every allegation contained therein.

24 18. In answering Paragraph 18 of the Complaint, Defendant denies each
25 and every allegation contained therein.

26 19. In answering Paragraph 19 of the Complaint, Defendant admits that it
27 terminated Plaintiff's employment. Defendant denies all of the remaining
28 allegations therein.

1 20. In answering Paragraph 20 of the Complaint, Defendant denies each
2 and every allegation contained therein.

3 21. In answering Paragraph 21 of the Complaint, Defendant denies each
4 and every allegation contained therein.

5 22. In answering Paragraph 22 of the Complaint, Defendant denies each
6 and every allegation contained therein.

7 23. In answering Paragraph 23 of the Complaint, Defendant is without
8 knowledge and information sufficient to form a belief as to the truth of the
9 allegations contained therein.

10 **IV. FIRST CAUSE OF ACTION**

11 24. In answering Paragraph 24 of the Complaint, Defendant incorporates,
12 as if fully set forth again herein, its response to paragraphs 1–23.

13 25. In answering Paragraph 25 of the Complaint, Defendant states that it
14 consists of legal conclusions to which no response is required. To the extent a
15 response is deemed required, Defendant denies each and every allegation as it
16 relates to Defendant.

17 26. In answering Paragraph 26 of the Complaint, Defendant denies each
18 and every allegation contained therein.

19 27. In answering Paragraph 27 of the Complaint, Defendant denies each
20 and every allegation contained therein.

21 28. In answering Paragraph 28 of the Complaint, Defendant denies each
22 and every allegation contained therein.

23 29. In answering Paragraph 29 of the Complaint, Defendant denies each
24 and every allegation contained therein.

25 30. In answering Paragraph 30 of the Complaint, Defendant denies each
26 and every allegation contained therein.

27 31. In answering Paragraph 31 of the Complaint, Defendant denies each
28 and every allegation contained therein.

1 32. In answering Paragraph 32 of the Complaint, Defendant denies each
2 and every allegation contained therein.

3 **V. SECOND CAUSE OF ACTION**

4 33. In answering Paragraph 33 of the Complaint, Defendant incorporates,
5 as if fully set forth again herein, its response to paragraphs 1–32.

6 34. In answering Paragraph 34 of the Complaint, Defendant states that it
7 consists of legal conclusions to which no response is required. To the extent a
8 response is deemed required, Defendant denies each and every allegation as it
9 relates to Defendant.

10 35. In answering Paragraph 35 of the Complaint, Defendant is without
11 knowledge and information sufficient to form a belief as to the truth of the
12 allegations contained therein.

13 36. In answering Paragraph 36 of the Complaint, Defendant denies each
14 and every allegation contained therein.

15 37. In answering Paragraph 37 of the Complaint, Defendant denies each
16 and every allegation contained therein.

17 38. In answering Paragraph 38 of the Complaint, Defendant denies each
18 and every allegation contained therein.

19 39. In answering Paragraph 39 of the Complaint, Defendant denies each
20 and every allegation contained therein.

21 40. In answering Paragraph 40 of the Complaint, Defendant denies each
22 and every allegation contained therein.

23 41. In answering Paragraph 41 of the Complaint, Defendant denies each
24 and every allegation contained therein.

25 42. In answering Paragraph 42 of the Complaint, Defendant denies each
26 and every allegation contained therein.

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1 **VI. THIRD CAUSE OF ACTION**

2 43. In answering Paragraph 43 of the Complaint, Defendant incorporates,
3 as if fully set forth again herein, its response to paragraphs 1–42.

4 44. In answering Paragraph 44 of the Complaint, Defendant states that it
5 consists of legal conclusions to which no response is required. To the extent a
6 response is deemed required, Defendant denies each and every allegation as it
7 relates to Defendant.

8 45. In answering Paragraph 45 of the Complaint, Defendant denies each
9 and every allegation contained therein.

10 46. In answering Paragraph 46 of the Complaint, Defendant denies each
11 and every allegation contained therein.

12 47. In answering Paragraph 47 of the Complaint, Defendant denies each
13 and every allegation contained therein.

14 48. In answering Paragraph 48 of the Complaint, Defendant denies each
15 and every allegation contained therein.

16 49. In answering Paragraph 49 of the Complaint, Defendant denies each
17 and every allegation contained therein.

18 **VII. FOURTH CAUSE OF ACTION**

19 50. In answering Paragraph 50 of the Complaint, Defendant incorporates,
20 as if fully set forth again herein, its response to paragraphs 1–49.

21 51. In answering Paragraph 51 of the Complaint, Defendant states that it
22 consists of legal conclusions to which no response is required. To the extent a
23 response is deemed required, Defendant denies each and every allegation as it
24 relates to Defendant.

25 52. In answering Paragraph 52 of the Complaint, Defendant denies each
26 and every allegation contained therein.

27 53. In answering Paragraph 53 of the Complaint, Defendant denies each
28 and every allegation contained therein.

1 54. In answering Paragraph 54 of the Complaint, Defendant denies each
2 and every allegation contained therein.

3 55. In answering Paragraph 55 of the Complaint, Defendant denies each
4 and every allegation contained therein.

5 56. In answering Paragraph 56 of the Complaint, Defendant denies each
6 and every allegation contained therein.

7 **VIII. FIFTH CAUSE OF ACTION**

8 57. In answering Paragraph 57 of the Complaint, Defendant incorporates,
9 as if fully set forth again herein, its response to paragraphs 1–56.

10 58. In answering Paragraph 58 of the Complaint, Defendant states that it
11 consists of legal conclusions to which no response is required. To the extent a
12 response is deemed required, Defendant denies each and every allegation as it
13 relates to Defendant.

14 59. In answering Paragraph 59 of the Complaint, Defendant denies each
15 and every allegation contained therein.

16 60. In answering Paragraph 60 of the Complaint, Defendant denies each
17 and every allegation contained therein.

18 61. In answering Paragraph 61 of the Complaint, Defendant denies each
19 and every allegation contained therein.

20 62. In answering Paragraph 62 of the Complaint, Defendant denies each
21 and every allegation contained therein.

22 **IX. SIXTH CAUSE OF ACTION**

23 63. In answering Paragraph 63 of the Complaint, Defendant incorporates,
24 as if fully set forth again herein, its response to paragraphs 1–62.

25 64. In answering Paragraph 64 of the Complaint, Defendant states that it
26 consists of legal conclusions to which no response is required. To the extent a
27 response is deemed required, Defendant denies each and every allegation as it
28 relates to Defendant.

1 65. In answering Paragraph 65 of the Complaint, Defendant denies each
2 and every allegation contained therein.

3 66. In answering Paragraph 66 of the Complaint, Defendant denies each
4 and every allegation contained therein.

5 67. In answering Paragraph 67 of the Complaint, Defendant denies each
6 and every allegation contained therein.

7 68. In answering Paragraph 68 of the Complaint, Defendant denies each
8 and every allegation contained therein.

9 69. In answering Paragraph 69 of the Complaint, Defendant denies each
10 and every allegation contained therein.

11 **X. SEVENTH CAUSE OF ACTION**

12 70. In answering Paragraph 70 of the Complaint, Defendant incorporates,
13 as if fully set forth again herein, its response to paragraphs 1–69.

14 71. In answering Paragraph 71 of the Complaint, Defendant states that it
15 consists of legal conclusions to which no response is required. To the extent a
16 response is deemed required, Defendant denies each and every allegation as it
17 relates to Defendant.

18 72. In answering Paragraph 72 of the Complaint, Defendant denies each
19 and every allegation contained therein.

20 73. In answering Paragraph 73 of the Complaint, Defendant denies each
21 and every allegation contained therein.

22 74. In answering Paragraph 74 of the Complaint, Defendant denies each
23 and every allegation contained therein.

24 75. In answering Paragraph 75 of the Complaint, Defendant denies each
25 and every allegation contained therein.

26 76. In answering Paragraph 76 of the Complaint, Defendant denies each
27 and every allegation contained therein.

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2 **XI. PRAYER FOR RELIEF**

3 77. The remainder of Plaintiff's civil complaint contains Plaintiff's prayer
4 for relief, to which no response is required. To the extent a response is required,
5 Defendant denies each and every allegation contained therein as it relates to
6 Defendant and specifically denies that Plaintiff is entitled to any relief whatsoever.
7 Except as expressly admitted above, Defendant denies each and every allegation
8 contained in the civil complaint as it relates to Defendant.

9 **AFFIRMATIVE DEFENSES**

10 Defendant further asserts the following separate and additional affirmative
11 defenses. In asserting these defenses, Defendant does not assume the burden of
12 proof as to matters that, pursuant to law, are Plaintiff's burden to prove.

13 **FIRST AFFIRMATIVE DEFENSE**

14 1. This Court lacks subject matter jurisdiction because all disputes
15 arising out of or related to Plaintiff's employment are subject to Plaintiff's
16 agreement to submit such disputes to binding arbitration. Defendant intends to file
17 a motion to compel arbitration.

18 **SECOND AFFIRMATIVE DEFENSE**

19 2. Plaintiff's complaint, and each and every cause of action therein, fails
20 to state facts sufficient to constitute any cause of action against Defendant.

21 **THIRD AFFIRMATIVE DEFENSE**

22 3. The legal process served upon Defendant was legally insufficient in
23 that the summons and complaint fail to name and identify the correct corporate
24 entity.

25 **FOURTH AFFIRMATIVE DEFENSE**

26 4. Plaintiff's complaint, and each and every cause of action therein, is
27 barred by the applicable statute of limitations, including, but not limited to, Code
28 of Civil Procedure sections 335.1 and 340, subdivision (a), and California

1 Government Code sections 12960 and 12965.

2 **FIFTH AFFIRMATIVE DEFENSE**

3 5. Plaintiff's complaint, and each and every cause of action therein, is
4 barred by the exclusive remedy provisions of the Workers' Compensation Act
5 pursuant to California Labor Code section 3601 et seq.

6 **SIXTH AFFIRMATIVE DEFENSE**

7 6. If Plaintiff has received, or in the future receives, Workers'
8 Compensation benefits by reason of the claimed injuries which give rise to this suit,
9 any judgment rendered in favor of Plaintiff should be reduced by the amount of all
10 Workers' Compensation benefits paid to or on behalf of Plaintiff.

11 **SEVENTH AFFIRMATIVE DEFENSE**

12 7. Plaintiff is estopped by his conduct from recovering any relief sought
13 in the complaint, or in any purported cause of action alleged therein.

14 **EIGHTH AFFIRMATIVE DEFENSE**

15 8. By his conduct, Plaintiff has waived any right to recover any relief
16 sought in the complaint, or in any purported cause of action alleged therein.

17 **NINTH AFFIRMATIVE DEFENSE**

18 9. Plaintiff's claims are barred by the doctrine of unclean hands.

19 **TENTH AFFIRMATIVE DEFENSE**

20 10. To the extent Plaintiff suffered any symptoms of mental or emotional
21 distress or injury, they were the result of a pre-existing psychological disorder or
22 alternative concurrent cause, and not the result of any act or omission of Defendant.

23 **ELEVENTH AFFIRMATIVE DEFENSE**

24 11. Plaintiff's claims are barred because Plaintiff's term of employment
25 was terminable at will, with or without cause, pursuant to California Labor Code
26 section 2922.

27 **TWELFTH AFFIRMATIVE DEFENSE**

28 12. If it is found that Plaintiff had a contractual right not to be terminated

1 except for good cause and that Plaintiff was terminated from employment, Plaintiff
2 was terminated with good cause.

3 **THIRTEENTH AFFIRMATIVE DEFENSE**

4 13. Plaintiff's claims are barred by Plaintiff's failure to exhaust
5 administrative remedies and/or internal grievance procedures.

6 **FOURTEENTH AFFIRMATIVE DEFENSE**

7 14. There existed legitimate, non-discriminatory, and non-retaliatory
8 reasons for the alleged acts of Defendant of which Plaintiff complains.

9 **FIFTEENTH AFFIRMATIVE DEFENSE**

10 15. The alleged acts of which Plaintiff complains were based on
11 reasonable factors other than race, color, national origin, ancestry, sex, religion,
12 creed, gender, marital status, age, sexual orientation, or any other prohibited factor,
13 including Plaintiff's alleged opposition to harassment.

14 **SIXTEENTH AFFIRMATIVE DEFENSE**

15 16. Even if there was discrimination against Plaintiff (which Defendant
16 denies), Plaintiff would have been terminated anyway.

17 **SEVENTEENTH AFFIRMATIVE DEFENSE**

18 17. Plaintiff's claims are barred because his perception of conduct alleged
19 to constitute harassment was not reasonable.

20 **EIGHTEENTH AFFIRMATIVE DEFENSE**

21 18. Plaintiff's claims are barred because alleged incidents of harassment
22 were not sufficiently severe or pervasive so as to alter the terms and conditions of
23 Plaintiff's employment and create an abusive work environment.

24 **NINETEENTH AFFIRMATIVE DEFENSE**

25 19. Plaintiff welcomed any conduct alleged to be harassing.

26 **TWENTIETH AFFIRMATIVE DEFENSE**

27 20. Defendant exercised reasonable care to prevent and promptly correct
28 any allegedly harassing behavior.

TWENTY-FIRST AFFIRMATIVE DEFENSE

21. Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Defendant or to avoid harm otherwise.

TWENTY-SECOND AFFIRMATIVE DEFENSE

22. Plaintiff's reasonable use of Defendant's procedures to prevent and/or correct the allegedly harassing behavior would have prevented all or some of the alleged harm he claims to have suffered.

TWENTY-THIRD AFFIRMATIVE DEFENSE

23. Plaintiff's claims are barred because the actions complained of were protected by the free speech provisions of the First Amendment to the United States Constitution.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

24. Any recovery on Plaintiff's complaint, or any purported cause of action alleged therein, is barred in whole or in part by Plaintiff's failure to mitigate his damages.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

25. Any recovery on Plaintiff's complaint or any purported cause of action alleged therein, is barred in whole or in part by after-acquired evidence which independently justified Plaintiff's termination.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

26. Plaintiff is not entitled to recover punitive or exemplary damages from Defendant on the grounds that any award of punitive or exemplary damages would violate Defendant's constitutional rights under the Due Process Clauses of the Fifth and Fourteenth Amendments of the United States Constitution.

WHEREFORE, this answering Defendant prays as follows:

26 1. That Plaintiff take nothing by his complaint for damages;
27 2. That Plaintiff's complaint herein be dismissed in its entirety with
28 prejudice;

3. That Defendant recover its costs of suit herein, including its reasonable attorneys' fees; and

4. That the Court award such other and further relief as it deems appropriate.

DATE: November 21, 2024

FISHER & PHILLIPS LLP

By: */s/ Christopher A. Gelpi*
Christopher A. Gelpi
Attorneys for Defendant
WAYFAIR, LLC

1 CERTIFICATE OF SERVICE

2 I, the undersigned, am employed in the County of Los Angeles, State of
3 California. I am over the age of 18 and not a party to the within action; am
4 employed with the law offices of Fisher & Phillips LLP and my business address
5 is 444 South Flower Street, Suite 1500, Los Angeles, California 90071.

6 On November 21, 2024 I served the foregoing document entitled
7 **DEFENDANT WAYFAIR LLC'S ANSWER TO PLAINTIFF'S
COMPLAINT** on all the appearing and/or interested parties in this action by
8 placing the original a true copy thereof enclosed in sealed envelope(s)
9 addressed as follows:

10 Joshua I. White
11 LAUREL EMPLOYMENT LAW
12 6309 Van Nuys Blvd., Suite 111
13 Van Nuys, CA 91401

14 Attorney for Plaintiff, LUIS ALFREDO
15 ALVARDO

16 Tel: (310) 929-6371

17 Email:

18 josh@laurelemploymentlaw.com

19 **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package
20 addressed to the person(s) whose address(es) are listed above and placed the
21 envelope for collection and mailing, following our ordinary business
22 practices. I am readily familiar with this business's practice for collecting
23 and processing correspondence for mailing. On the same day that
24 correspondence is placed for collection and mailing, it is deposited in the
ordinary course of business with the United States Postal Service in Los
Angeles California, in a sealed envelope with postage fully prepaid.

25 **[by ELECTRONIC SUBMISSION]** - I served the above listed
26 document(s) described via the United States District Court's Electronic
27 Filing Program on the designated recipients via electronic transmission
28 through the CM/ECF system on the Court's website. The Court's CM/ECF
system will generate a Notice of Electronic Filing (NEF) to the filing party,
the assigned judge, and any registered users in the case. The NEF will
constitute service of the document(s). Registration as a CM/ECF user
constitutes consent to electronic service through the court's transmission
facilities.

29 **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement
30 of the parties to accept service by electronic transmission, I electronically
31 served the document(s) to the person(s) at the electronic service address(es)
32 listed above.

33 I declare under penalty of perjury, under the laws of the State of California,
34 that the foregoing is true and correct. Executed November 21, 2024, at Los
35 Angeles, California.

36 Amy Stark

37 By: /s/ Amy Stark

38 Print Name

39 Signature